

SCHOOL KID'S WEBSITE ACCESS AGREEMENT

Quaver's Kid's Website is a web site (hereinafter the "Website") that is part of **Quaver's Marvelous World of Music** and is presented to you and operated by **QuaverMusic.com, LLC.**, a Tennessee limited liability company whose address is: 1706 Grand Avenue, Nashville Tennessee 37212 (hereinafter referred to as "Quaver"), a division of **Mastran Music Group, Inc.** Quaver and any and all entities that control, are controlled by, or are affiliated or under common control with Quaver are collectively referred to herein as "we," "us" or "our". "Quaver Sites" shall mean **QuaverMusic.com** as well as any other Internet site of Quaver or its affiliated entities.

1. **DEFINITIONS.** For the purposes of this website access agreement (hereinafter the "Agreement"), the following terms shall have the following meanings: "Service(s)" shall mean the use of the Website and improved versions of the materials introduced by Quaver from time to time during the Term. "The Member School" shall mean the entity (school, organization, or individual) who has agreed to the terms of this agreement. "Participating Students" means the participating student-users who access the Services pursuant to this agreement.

2. **BACKGROUND.** Access to Quaver's Kid's Website services requires parental consent under the Child On-line Privacy Protection Act (COPPA). Quaver requires a valid credit card authorization to confirm parental consent. Parents in some School Districts may not have credit cards and therefore their children will not have access to QuaverMusic.com. We recognize that Member Schools can obtain parental consent by having a form completed and signed by the parent granting consent for the child to use QuaverMusic.com or any school based software. For schools that have purchased the Online Quaver Classrooms, QuaverMusic.com is willing to accept the Member School's certification that any participating students allowed to register for Quaver's Kid's Website using the Schools Computers has parental consent.

3. **RESPONSIBILITIES OF SCHOOL.** The Member School must ensure that any student registering for Quaver's Kid's Website has a signed parental consent form on file that approves access to the website. The Member School must also identify each computer on which students will be accessing Quaver's Kid's Website using an application supplied by QuaverMusic.com. The Member School must also agree to the Terms of Use of Quaver's Kid's Website and indemnify Quaver against all claims by Participating Students or their parents against the website.

4. **RESPONSIBILITIES OF QUAVER.** QuaverMusic.com will provide a software application on our website whereby Member Schools can identify each computer to be used by Participating Students. The application will place an ID File on each Member School's computer to allow us to identify it is a school computer. Each identified computer will allow Participating Students using that computer to register for the website without a parent's credit card authorization.

5. **TERMINATION.** Either the Member School or Quaver may terminate this agreement at any time at its sole discretion. Termination does not limit liability during the term of the agreement, however.